

STATE OF MISSISSIPPI
COUNTY OF Desoto

DEED OF TRUST

ACCOUNT # 35-107383

BRANCH Olive Branch

6221-B Hwy 305

Olive Branch, Ms.

38654

(662) 890-5776

WHEREAS, Harold A Presley a single Person
809 Maple Cove Southaven, Ms. 38671 (662) 890-5776
are justly indebted unto FIRST METROPOLITAN d/b/a _____

Beneficiary, in the sum of 28,743.90

Twenty-eight thousand seven hundred forty-three dollars and 90/100

(Total Amount of Note/Total of Payments)

October 17, 2001

as evidenced by a promissory note dated

with an amount financed of

Finance Charge (Precomputed Charges) of

Annual Percentage Rate

and due and payable in 30 installments of \$ 958.13 each beginning

and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust,

the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal

thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior

to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

NOW, THEREFORE, I hereby sell, convey and warrant unto R. D. Anderson

of Memphis, Tn _____ as Trustee, the following described real property situated in Desoto

County, State of Mississippi, to wit:

Lot 38, Autumn Woods Subdivision, In Section 19, Township 1 South,
Range 7 West, Mississippi, as per plat thereof recorded in Plat
Book 27, Page 40 in the office of the Chancery Clerk of Desoto County,
Mississippi.

Being the same property conveyed to Harold Anthony Presley by Deed from
Kenneth L. Simpson and Tamela A. Simpson, dated 5/1/97, recorded 5/7/97,
in Book 316, Page 98, in the Chancery Clerk's Office of Desoto County,
Mississippi.

Property known as 809 Maple Cove, Southaven, Mississippi 38671

Prepared by: (662) 890-5776
Shirlon Hardin

6221-b Hwy 305
Olive Branch, Ms. 38654
Deed from Kenneth L. Simpson and Tamela A. Simpson

Being all or a portion of the real estate conveyed to Grantor(s) by _____
by a _____ Deed dated 5/1/97 19 _____ and recorded in the Land Records of the Chancery

Clerk's Office of Desoto County, Mississippi, in Hernando, Ms. 38632

TO HAVE AND TO HOLD the aforesigned real estate, together with all the hereditaments and appurtenances thereunto belonging or in
any wise appertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with
the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforesigned real estate, that they have a good right to
sell and convey the same; that the same is unencumbered, except:

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against
the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of
any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary
prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other in-
debtedness which constitutes a lien upon the aforesigned real estate, the beneficiary herein, their legal representatives, successors (heirs) or
assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable; and the
Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs)
or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in
the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving
three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in
Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall,
out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next,
the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of
making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

Miss. D/T

STATE MS.-DESO TO CG
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The Grantor(s) desire to secure and make certain the payment of said note, and of any and all rentals and extensions thereto. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary, will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the law of the State of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in law thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any viewer such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any viewer such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any viewer such proceeds may be used to restore the improvements to their former condition.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property, the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purpose shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

The following are authorized to select and substitute another trustee in the place of the above-named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, than any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof, it shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of the agreement.

WITNESS: I, S. signature(s), this the 17th day of October 2001, HX.

Witnesses:

Capt. D. K. W.

Harold A. Presley

Signature:
Type Name Here
Signature:
Type Name Here

ACKNOWLEDGEMENT

Important
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Harold A. Presley, who acknowledged before me that his signed

and delivered the above and foregoing instrument of writing on the day and date therein mentioned as his own act and deed.

Given under my hand and official seal, this 17 day of October 2001. *Thelma Hardin*

My commission expires NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE Notary Public
MY COMMISSION EXPIRES: Feb. 24, 2002 AFFIDAVIT
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the

foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ and that whose name(s) is (are) subscribed thereto, sign, seal and deliver the same to the said _____ he, the deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

Sworn to and subscribed before me this the 19 day of October 2001.

My commission expires:

Notary Public

To

Trustee

County

Clerk

THE STATE OF MISSISSIPPI
of the Chancery Court of

County, do hereby certify that the within named Trust

Deed was filed for record in my office on the _____

day of _____, 19_____, at _____ o'clock _____ M. and that the same

together with the certificate and acknowledgement,
is now duly recorded in Book _____, page _____

of the Records of _____ District in my office.

Given under my hand and official seal, this the _____ day of _____, 19_____, at _____ o'clock _____ M. and that the same

together with the certificate and acknowledgement,
is now duly recorded in Book _____, page _____

FIRST METROPOLITAN
FINANCIAL SERVICES, INC.

6221-B Highway 305
Olive Branch, MS 38654

